

October 17, 2006

Re: RFP # DCJS 1-07

To All Potential Offerers:

You are invited to submit a proposal in accordance with requirements set forth in the attached Request for Proposals (RFP) utilizing Best Value Acquisition procedures issued by the Department of Criminal Justice Services, an agency of the Commonwealth of Virginia, on behalf of the Office of Commonwealth Preparedness' Commonwealth of Virginia's Commonwealth Interoperability Coordinator's Office (CICO). The Commonwealth is requesting proposals for Communications Interoperability Capabilities Assessment services. Original proposals, signed by your contractually binding authority, plus three (3) additional copies, must be received by the issuing agency no later than **NOVEMBER 6, 2006, 2:00 PM**.

An Optional **PRE-PROPOSAL CONFERENCE** will be held at the Department of Criminal Justice Services, 202 North 9th Street Richmond, Virginia on **October 25, 2006** at 3:00 PM. See page 6, section VI of the RFP for details.

All inquiries related to the RFP must be submitted in writing to:

Commonwealth of Virginia
Department of Criminal Justice Services
Attn: John Coppinger
202 North Ninth Street,, 10th floor
Richmond, Virginia 23219

To assure prompt delivery, please mark envelopes "Questions concerning RFP # DCJS 1-07". E-mail inquiries may be sent to john.coppinger@dcjs.virginia.gov. Verbal inquiries are discouraged.

John Coppinger, CPPB, VCO
Procurement Manager

Attachment: RFP# DCJS 1-07

REQUEST FOR PROPOSAL (RFP)
Best Value Acquisition

Issue Date: October 17, 2006

RFP# : DCJS 1-07

Title: Communications Interoperability Capabilities Assessment Services

Commodity Code: 91812, 91895

Issuing Agency:

Commonwealth of Virginia
Department of Criminal Justice Services
Attention: John Coppinger
202 N. 9th Street 10th Floor
Richmond, VA 23219

Using Agency :
:

The Office of Commonwealth
Preparedness' Commonwealth
Interoperability Coordinator's Office

Initial Period Of Contract: From AWARD Through JUNE 30, 2006

Sealed Proposals Will Be Received Until **NOVEMBER 6, 2006 2:00 PM** For Furnishing The Services Described Herein.
Time and Date

All Inquiries For Information Should Be Directed To: John Coppinger in writing at the issuing agency above or e-mail inquiries at john.coppinger@dcjs.virginia.gov

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO THE SAME ADDRESS AFTER SIGNING IN WITH THE SECURITY GUARD ON THE 1ST FLOOR.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

_____	Date: _____
_____	By: _____
_____	(Signature In Ink)
_____	Name: _____
_____	(Please Print)
_____ Zip Code: _____	Title: _____
FEI/FIN NO. _____	Phone: (____) _____
E-mail: _____	Fax: (____) _____

* PREPROPOSAL CONFERENCE: An optional preproposal conference will be held on October 25, 2006 at 3:00 PM at the Department of Criminal Justice Services, 202 N. 9th Street, 6th floor conference Room, North Wing, Richmond, VA 23219
Reference: Paragraph VI. Page 6 herein for details

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. PURPOSE:

The purpose of this solicitation is to establish a contract through competitive negotiations using Best Value Acquisition procedures with an entity to provide Communications Interoperability Capabilities Assessment services for the Department of Criminal Justice Services, an agency of the Commonwealth of Virginia, on behalf of the Office of Commonwealth Preparedness' Commonwealth of Virginia's Commonwealth Interoperability Coordinator's Office (CICO) as outlined in Section III, Statement of Needs, in this proposal.

II. BACKGROUND:

The lack of voice and data communications interoperability continues to represent a significant challenge for public safety responders in the Commonwealth and throughout the Nation. After decades of experience with this issue, it is clear to first responders and other emergency organizations that public safety communications and interoperability cannot be solved by any one entity. It requires a partnership among local, state and federal public safety organizations, and industry.

The mission of the Commonwealth's interoperability effort is to improve public safety communications in Virginia through enhanced voice and data communications interoperability. This mission requires a coordinated and focused effort from the entire public safety community, including local governments and state agencies throughout the Commonwealth.

The *FY 2007 Commonwealth of Virginia Strategic Plan for Statewide Communications Interoperability* is the third annual interoperability plan for the Commonwealth. The purpose of the Strategic Plan is to achieve the Commonwealth's strategic goals and realize the mission. The Commonwealth's public safety professionals must have the procedures and equipment to communicate effectively before, during, and after a major incident. For the Commonwealth to move towards its 2015 vision of improved communications for all of Virginia's stakeholders, Virginia must develop and implement a clear, cohesive, and comprehensive communications and interoperability plan. To that end, the CICO will perform a capabilities assessment to obtain a clear understanding of the current capabilities and equipment related to communications and communications interoperability.

Communications interoperability is the ability of public safety agencies to talk across disciplines and jurisdictions via radio communications systems, exchanging voice and/or data with one another on demand, in real time, when needed, and as authorized.

Communications interoperability facilitates the ability of local, State, Federal and tribal entities to work together effectively to prevent, protect against, respond to, and recover from terrorist attacks, major disasters, and other emergencies. Due to the extensive costs of communication systems and equipment, we must assess current systems and future needs before procurement decisions are made.

III. STATEMENT OF NEEDS

The contractor shall provide the following services:

- A. Key issues that should be assessed in the capabilities assessment include, but are not limited to:
 - 1. Incompatible and aging communications equipment;
 - 2. Limited and fragmented funding and budget cycles amongst multiple agencies;
 - 3. Limited and fragmented planning and coordination between agencies both within jurisdictions as well as regionally;

4. Problems associated with the availability of adequate capacity and licensing of radio spectrum dedicated to public safety; and
 5. Limited equipment and programming standards coupled with lack of training.
- B. Perform an assessment of the technical and operational capabilities in the Commonwealth of Virginia described in Attachment A. Perform an analysis of operational and technical data presented in a format that can assist the Commonwealth in the development and implementation of future versions of the *Commonwealth of Virginia Strategic Plan for Statewide Communications Interoperability* (also described in Attachment A).

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted to the issuing Purchasing Agency. The offeror shall make no other distribution of the proposal.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. The original proposal must be clearly marked "original." All information requested must be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or which lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically with a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the rest of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall with any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements specifically addressed.
 - d. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - e. Ownership of all data, materials and documentation originated and prepared for the state pursuant to the RFP shall belong exclusively to the state and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Section

1152D of the Code of Virginia in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The outside of the proposal must be marked to denote that proprietary information is contained in the documents. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitutes trade secret or proprietary information. The classifications of an entire proposal document, line item prices or total proposal prices as proprietary or trade secrets are not acceptable and will result in rejection and return of the proposal.

- f. All proposals submitted for consideration shall be clearly marked on the outside cover of all envelopes, boxes or packages:

From: Name of Vendor

Street or P.O. Box number

City, State, Zip Code

Due date: November 6, 2006, 3:00 PM

RFP Number: DCJS 1-07

g. ORAL PRESENTATION:

3. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the state agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing state agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. SPECIFIC PROPOSAL REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that DCJS may properly evaluate your capacity and ability to provide the required goods and services. Offerors are required to submit the following items as a complete proposal, which includes the items listed below:

1. The return of the entire original solicitation, cover sheet and all addenda, if any, signed and completed as required plus three (3) copies.
2. Submit the following information pertaining to:
 - Familiarity and experience with the Commonwealth's interoperability efforts including the CICO and its governance structure
 - Provide information about other interoperable communications capabilities assessment projects developed for local, regional, or state government and provide client references for these project(s).
 - Provide information about other Homeland Security contracts that have been awarded to the firm.
 - Names, qualifications and experience of personnel to be assigned to the project and what their role will be in the project.

3. Submit proposed price. See Section X, page 13
4. Small Business Subcontracting Plan – see Attachment B, page 20

V. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA:

Proposals will be evaluated by the Department of Criminal Justice Services using the following criteria and are in descending order of importance:

1. Experience
2. Qualifications of assigned personnel
3. Small Business Subcontracting Plan (see Attachment B – page 20)

B. AWARD CRITERIA:

BEST VALUE AWARD: Selection shall be made of two or more offeror(s) deemed to be fully qualified and best suited among those submitting best value proposals on the basis of the evaluation factors included in this solicitation, including price, if so stated. Negotiations shall be conducted with the Offeror(s) whose proposal(s) represent the most advantageous and best offer. Awards up to \$100,000 may be made to a reasonably ranked minority or woman-owned offeror that is other than the highest ranking offeror. Awards over \$100,000 will be made on a best value basis to the Offeror(s) which, in its opinion, represents the best overall combination of quality, price, and various elements of required goods/services, as stated in this solicitation, that in total are optimal relative to the agency's needs. The Commonwealth may cancel this solicitation or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359 D). The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's offer as negotiated.

VI. OPTIONAL PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be on October 25, 2006, 3:00 PM at the Department of Criminal Justice Services, 202 North 9th Street, Richmond, Virginia, 6th floor conference room, check in with the receptionist on the 5th floor. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

No one will be allowed in the conference after 3:15 PM so please allow time for parking and be aware that is parking is limited in the downtown Richmond area.

While attendance at the conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VII. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs**

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of

such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

VII. SPECIAL TERMS AND CONDITIONS:

AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

1. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the (name of institution) will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
2. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
3. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
4. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth if needed if the grant that is funding this project is extended. The period of the renewal shall not exceed the grant extension(s).
5. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The contract will result in one (1) eVA purchase order per year with the 1% transaction fee capped at \$500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

- a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- b. Provide an electronic catalog (price list) or index page catalog for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us.

Contractors should e-mail Catalog or Index Page information to eva-catalog-manager@dgs.state.va.us.

6. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small businesses. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

VIII. METHOD OF PAYMENT:

Payment shall be made 30 days after receipt of a valid invoice and successful completion of the solicitation. Payment schedules may be negotiated as part of the RFP. Invoices must be submitted to The Department of Criminal Justice Services, Attention: Accounts Payable, 202 North 9th Street, 10th Floor, Richmond, VA 23219.

IX. PRICING SCHEDULE:

Please provide your proposed pricing for the project to include any proposed payment schedules, payments tied into specific deliverables, etc.

XI. ATTACHMENT A

A. Technical Assessment

Provide a report on current capabilities related to technical aspects of communications interoperability.

- Evaluate and analyze the existing intra-agency, inter-agency, intra-jurisdictional, and inter-jurisdictional communications networks and technologies utilized in all public safety disciplines in Virginia. This analysis should include an evaluation of Virginia's public safety community including the Department of Military Affairs (DMA).
- All technologies and equipment should be entered into the Interoperable Communications Technical Assistance Program's (ICTAP) Communications Asset Survey and Mapping (CASM) as applicable.

At a minimum, the technology evaluation shall include an assessment of the following components:

a. Equipment

- i. Provide a list of all radio, voice, and data systems in place across disciplines and across jurisdictions in the Commonwealth including a description of the use of each system, system model, age, and channel capability, if the equipment is narrowband compliant (12.5 kHz) as well as location of any towers necessary to operate the system.
- ii. Provide an assessment on the extent to which the systems identified in section i. are interoperable including any additional equipment necessary to make the systems interoperable.
- iii. Define any redundant systems in place in the Commonwealth's network of systems.
- iv. Identify any shared infrastructure across disciplines and jurisdictions.
- v. Identify any existing plans to expand on the regional and state infrastructure and how that expansion can improve communications interoperability.
- vi. Identify any alternative forms of public safety communications in use in the Commonwealth, including but not limited to cell phones, email, pagers, and blackberries.
- vii. Define the current capabilities of dispatch centers with regards to communications interoperability. For example, do dispatch centers have the ability to patch across channels and if so, how many patches can be set up simultaneously?
- viii. Identify the tower locations and potential additional tower capacity for each of these systems.
- ix. Report on whether any local, regional or state systems are currently sharing infrastructure and if not, the feasibility for doing so to reduce long term costs.
- x. Report on the capacity, sustainability and redundancy of each of the systems.
- xi. Identify the types of equipment that can immediately be deployed to provide short term

solutions for improved interoperable communications.

- xii. Determine if the equipment in use is compatible with Project 25 and if Project 25 is in everyday use.

b. Frequency

- i. Provide a list of the frequencies in use per system across all jurisdictions and all disciplines including the systems in which those frequencies are being operated and the purpose for the frequencies' use.
- ii. Identify any shared channels including VTAC, UTAC and NPSPAC channels, among jurisdictions and disciplines and provide the following information for these channels:
 - Jurisdictions included
 - Disciplines included
 - Intended purpose for use of channel(s)
 - Usage protocols
 - Nomenclature
 - Identify any future plans for sharing channels across disciplines and jurisdictions

c. Topography and Coverage

- i. Describe the Commonwealth's coverage area by frequency band with regards to topography including the identification of any major roads, waterways, mountains, hills, bridges, etc. Provide a coverage map by frequency band that shows coverage throughout the state.
- ii. Identify the types of structures public safety agencies need to communicate (i.e. tunnels, high rise buildings) based on topographic challenges.
- iii. Identify any coverage area gaps/black spots and provide a coverage area map which indicates areas of no coverage.
- iv. Define any communications interoperability challenges resulting from topographic considerations.

B. Operational Assessment

Assess and report on current capabilities related to operational aspects of communications interoperability. These include but are not limited to governance, standard operating procedures, training, exercises, and usage of interoperability equipment and resources.

a. Governance

Evaluate the existing governance structure and provide findings in a written report with recommendations for enhancements and improvements in the following areas:

b. Membership

- i. Define the members of the communications interoperability governance structure for the Commonwealth's localities and regions in terms of the jurisdictions, public safety disciplines, and state and federal agencies represented.

Define the roles and responsibilities of each member within their jurisdiction and within the governance structure. Determine if members are given full authority to represent their jurisdiction for decision making or voting.

c. Scope & Mission

- i. Identify the current scope of the governing body in terms of the coverage area and jurisdictions both represented and impacted by its governance.
- ii. Identify the existing mission statement (if any) of the governing body.

d. Authority

- i. Define the authority of the governance structure and where that authority is derived from.
- ii. Provide an assessment of the effectiveness of the governance structure.

e. Communication

- i. Define the communication plan (if any) utilized by the governing body in terms of coordination and communication across jurisdictions and disciplines.

f. Procedures & Schedule

- a. Define the operating procedures used by the governing body focusing on business processes, strategy definition, decision making, and prioritization of goals and objectives.
 - i. Define the schedule for the governing body including any regularly scheduled meetings as well as any other issue specific events scheduled within 365 days of contract execution.

g. Standard Operating Procedures (SOPs)

- a. Evaluate existing SOPs of all disciplines within the Commonwealth and identify critical operational priorities within the context of interoperable communications.
- b. Identify the agencies that have existing working relationships and agencies that need to establish new working relationships.

h. SOP Documentation

- i. Identify and diagram any existing SOPs in practice in each discipline within each jurisdiction in the Commonwealth and identify the process used to define the SOPs.

Include information on the disciplines included in the SOPs and disciplines that should be incorporated into the SOPs.

- ii. Identify interoperability issues/gaps across jurisdictions and/or regions and define the reason as well as any steps/actions being taken to address the issue.
- iii. Identify the primary radio language used for all disciplines in the Commonwealth.

i. MOU/MOAs

- i. Provide a list of any existing cross-discipline MOU/MOAs. Identify the area they exist in and how they can be leveraged to address regional communications interoperability needs.

j. National Incident Management System (NIMS) Compliance

- i. Identify any areas where NIMS protocols are currently in practice and define how those protocols are incorporated into operating procedures.
- ii. Define the implications of NIMS implementation on communications interoperability within the Commonwealth.

k. Training & Exercises

- a. Evaluate and analyze existing training and exercise programs in place and provide a description of that training.

l. Location

- i. Identify the location the training is delivered and describe the facilities. Provide background on why that location is used and if the training could be delivered in any other location.

m. Frequency

- i. Identify the frequency with which the training and exercises are delivered.

n. Coordination & Development

- i. Identify the organization(s) responsible for training coordination and training development in the Commonwealth.
- ii. Identify the organization(s) responsible for delivering the training and exercises and provide an evaluation of the performance of that organization with regards to effectiveness in training delivery.

o. Effectiveness

- i. Identify the typical attendance levels and the intended audience for all existing training programs and classes.
- ii. Define the effectiveness of training and exercises in improving communications

interoperability during incident response and the extent to which training models operations are currently in practice.

- iii. Identify the extent to which the training complies with NIMS and other training standards.

p. Usage

Evaluate and analyze the extent to which interoperable communications systems and practices are incorporated in to the day to day operations of all disciplines across all jurisdictions.

C. Analysis and Presentation of Data

The contractor shall draw on its expertise to evaluate the information requested in this RFP and determine if further data needs to be collected. The contractor shall obtain, analyze and integrate the data requested in the RFP into a cohesive report that identifies recommendations and options for the Commonwealth of Virginia for improving interoperable communications in the short-term and long-term. The contractor shall make the findings available to the CICO and SIEC in print and electronic format. Technical data shall be entered in the CASM system as appropriate.

The contractor shall share information collected with Virginia Department of Emergency Management (VDEM) to ensure Virginia's Emergency Operation's Center (EOC) is informed of existing resources and points of contact.

D. Project Management

On an ongoing basis under this contract, the contractor shall provide and manage the following:

- a. A clearly defined project plan for the purpose of tracking project tasks, schedules, resources, costs, milestones, timelines, and overall project status. The project plan shall be developed jointly by the contractor and the CICO's existing project management contractor and shall be provided to the CICO in its final form in both electronic and print formats. At a minimum the project plan shall include all activities necessary to complete the work described in sections 5, 6, 7, and 8 of this RFP including start and end dates for those tasks and resources assigned to the task.
- b. 9.1.1 For the purpose of planning, all periods requiring SIEC review should be estimated at five business days.
- c. A bi-weekly status report including summary of work performed during the reporting period, any project plan tasks and/or milestones completed, planned work for the next reporting period, project plan tasks and/or
- d. milestones to be accomplished in the next reporting period, any challenges or open issues with plans to address the challenge or issue, and the overall project status as of the end of the reporting period. Project plan status shall be either Green (on track), Yellow (at risk), or Red (behind schedule).
- e. A project organization chart which illustrates the structure of the team assigned to the tasks detailed in the project plan as previously defined. The organization chart shall at a minimum define the role and responsibilities of each position and for key positions shall include a specific resource assigned to that role.

- i. Resources assigned to the project are expected to be assigned for the duration of the contract unless otherwise agreed upon by the contractor and the CICO and a suitable replacement is identified.
- f. Staff resources to manage status reports and communications amongst multiple stakeholders within the Commonwealth will be supported by the CICO's existing project management contractor to support the work defined in the Statement of Work.

XII.

ATTACHMENT B

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Bidder/Offeree Name: _____

Preparer Name: _____

Date: _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not certified by DMBE as a small business and plan to subcontract part of this contract with a DMBE certified business, complete only Section B of this form.
- C. If you are not certified by DMBE as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DMBE-certified business, only provide the information requested in Section C of this form.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Contract Involvement	Planned Annual Contract Dollar Expenditure Amount
Totals \$					

Section C

Respond to how your business has met or exceeded at least two of the following indicators within the past 24 months. Your response may include any good faith efforts made regarding this procurement.

C. Good Faith Effort Indicators by the Bidder/Offeror

1. Identify areas of work your business has subcontracted to DMBE-certified small businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.
2. List research efforts conducted by your business in the past to locate DMBE-certified small businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.
3. List small business outreach meetings, conferences, or workshops conducted by your firm to locate DMBE-certified small businesses—including the dates, participation numbers, and results.
4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to small businesses from the lists provided by DMBE and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.
5. List areas of work which your business has subcontracted with DMBE-certified small businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.
6. Provide documentation of any assistance offered to interested small businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts your business has in place.
7. Provide documentation of follow-up on initial contacts with DMBE-certified small businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the small business name and dates of contact.